

Marcus A. Helt (TX 24052187)
Thomas C. Scannell (TX 24070559)
Matthew J. Pyeatt (TX 24086609)
GARDERE WYNNE SEWELL LLP
2021 McKinney Avenue, Suite 1600
Dallas, TX 75201
Telephone: (214) 999-3000
Facsimile: (214) 999-4667
mhelt@gardere.com
tscannell@gardere.com
mpyeatt@gardere.com

**PROPOSED COUNSEL TO THE
DEBTOR AND DEBTOR-IN-POSSESSION**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§ Chapter 11
	§
ASCENT GROUP, LLC	§ Case No.: 16-34436
	§
d/b/a Physicians ER Oak Lawn	§
	§
Debtor.	

**NOTICE OF CURE AMOUNTS RELATED TO UNEXPIRED LEASES AND
EXECUTORY CONTRACTS AND DEADLINE TO RESPOND**

PLEASE TAKE NOTICE that, on December 9, 2016, the Debtor¹ filed its *Emergency Motion for Order (i) Approving Bid Procedures Relating to Sale of Substantially All of the Estate's Assets; (ii) Approving Procedure for Granting Bid Protections; (iii) Scheduling Objection Deadlines, Auction, and Hearing to Approve the Sale; (iv) Approving the Form and Manner of Notices; (v) Establishing Procedures Relating to Assumption and Assignment of Certain Contracts, Including Notice of Proposed Cure Amounts; and (vi) Granting Related Relief* [Docket No 63] (the “**Bid Procedures Motion**”) in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”). On January 18, 2017, the Bankruptcy Court entered its *Order (i) Approving Bid Procedures Relating to Sale of Substantially All of the Estate's Assets; (ii) Approving Procedure for Granting Bid Protections; (iii) Scheduling Objection Deadlines, Auction, and Hearing to Approve the Sale; (iv) Approving the Form and Manner of Notices; (v) Establishing Procedures Relating to Assumption and Assignment of Certain Contracts, Including Notice of Proposed Cure Amounts; and (vi)*

¹ The debtor in this chapter 11 case (the “**Debtor**”) and the last four digits of its federal tax identification number are as follows: Ascent Group, LLC (0580). The Debtor's principal place of business is located at 3607 Oak Lawn Ave., Suite 100, Dallas, Texas 75219.

NOTICE OF CURE AMOUNTS RELATED TO UNEXPIRED LEASES AND EXECUTORY CONTRACTS AND DEADLINE TO RESPOND

PAGE 1

Granting Related Relief (the “**Bid Procedures Order**”) [Docket No. 96], approving the Bid Procedures Motion.²

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bid Procedures Order, the Debtor is required to identify those executory contracts and unexpired leases it may assume and assign in connection with the proposed sale of the Debtor’s assets, which contracts and leases were defined as the “Designated Contracts.”³ Pursuant to the Bid Procedures Motion, the Debtor hereby files its calculation of the Cure Costs that must be paid to cure all existing defaults under the Designated Contracts, attached hereto as **Exhibit A**. If no monetary amount is listed for a Designated Contract, the Debtor believes that there is no Cure Cost owed with respect to that Designated Contract.

PLEASE TAKE FURTHER NOTICE that, any party who desires to file an objection to the Cure Costs set forth herein must strictly adhere to the procedures outlined in the Bid Procedures Order.

PLEASE TAKE FURTHER NOTICE that unless the non-debtor party to a Designated Contract files an objection (the “**Cure Amount Objection**”) to its scheduled Cure Cost with the Clerk of the Bankruptcy Court no later than **February 6, 2017**, and serves same upon Marcus A. Helt, Thomas C. Scannell, and Matthew J. Pyeatt, counsel for the Debtor, Gardere Wynne Sewell LLP, 2021 McKinney Ave., Dallas, Texas 75201 by such date, such non-debtor party shall (i) be forever barred from objecting to the Cure Cost and from asserting any additional cure or other amounts with respect to such unexpired lease, license agreement, or executory contract and the Debtor shall be entitled to rely solely on the Cure Cost; and (ii) be forever barred and estopped from asserting or claiming against the Debtor, its Estate, the buyer, or any other assignee of the relevant unexpired lease, or executory contract that any additional amounts are due or defaults exist, and from asserting any other objection to the assignment and/or assumption of such unexpired lease, license agreement or executory contract.

PLEASE TAKE FURTHER NOTICE that if a Cure Amount Objection is timely filed, the Cure Amount Objection must set forth (i) the basis for the objection; and (ii) the amount the party asserts as the Cure Cost. After receipt of the Cure Amount Objection, the Debtor will attempt to reconcile any differences in the Cure Cost believed by the non-debtor party to exist. If the Debtor and the non-debtor party cannot consensually resolve the Cure Amount Objection then such Cure Amount Objection shall be adjudicated as part of the Sale Hearing or an amount sufficient to pay disputed cure amounts will be segregated by the Debtor pending resolution of such cure disputes.

PLEASE TAKE FURTHER NOTICE that the Debtor has taken all reasonable efforts to ensure the accuracy of the Designated Contracts and the Cure Costs set forth in **Exhibit A** hereto. However, inadvertent errors, omissions or over-inclusion may have occurred. Accordingly, the Debtor reserves all rights to amend, alter, supplement, revise, update and/or

² Capitalized terms not otherwise defined herein have the definitions ascribed in the Bid Procedures Order.

³ The Debtor reserves the right to amend the list of Designated Contracts and any Cure Costs listed.

otherwise dispute the validity, status, nature, characterization or enforceability of any of the Designated Contracts set forth in **Exhibit A** hereto. It is possible that some of the Designated Contracts set forth in **Exhibit A** hereto have expired or otherwise terminated pursuant to their terms since the bankruptcy petition date. The presence or omission of the Designated Contracts set forth in **Exhibit A** hereto does not constitute an admission by the Debtor or a legal conclusion that such contracts are executory or such leases are unexpired.

PLEASE TAKE FURTHER NOTICE that copies of pleadings related to the Sale are available on the Bankruptcy Court's website at <https://ecf.txnb.uscourts.gov/>. You can request any pleading you need from counsel for the Debtor at: Gardere Wynne Sewell LLP, c/o Matthew J. Pyeatt, 2021 McKinney Avenue, Suite 1600, Dallas, Texas 75201 (mjpyeatt@gardere.com).

DATED: January 20, 2017

Respectfully submitted by:

/s/ Marcus A. Helt

Marcus A. Helt (TX 24052187)

Thomas C. Scannell (TX 24070559)

Matthew J. Pyeatt (TX 24086609)

GARDERE WYNNE SEWELL LLP

2021 McKinney Avenue, Suite 1600

Dallas, TX 75201

Telephone: (214) 999-3000

Facsimile: (214) 999-4667

mhelt@gardere.com

mmoore@gardere.com

tscannell@gardere.com

**PROPOSED COUNSEL TO THE DEBTOR
AND DEBTOR-IN-POSSESSION**

CERTIFICATE OF SERVICE

I hereby certify that, on January 20, 2017, a true and correct copy of the foregoing document was served electronically by the Court's PACER system.

/s/ Matthew J. Pyeatt

Matthew J. Pyeatt

NOTICE OF CURE AMOUNTS RELATED TO UNEXPIRED LEASES AND EXECUTORY CONTRACTS AND DEADLINE TO RESPOND

PAGE 3

Exhibit A

	<u>Counterparty to Contract/Lease</u>	<u>Counterparty Address</u>	<u>Cure Amount</u>
1.	360 Medical Billing Solutions	2000 N. Classen Blvd., Suite 1300, Oklahoma City, OK 73106	
2.	Admiral Linen & Uniform Service	1340 E Berry St, Fort Worth, TX 75219	\$ 1,060.67
3.	ASAP Laboratories	5701 4th Street, PO Box 928, Katy, TX 77493	\$ 8,250.00
4.	Asset Management Associates, LLC	745 Fort St., Suite 1410, Honolulu, HI 96813	\$ -
5.	C&C Clinical Laboratory Consulting, LLC	1810 Eastfork Ln, Wylie, TX 75098	\$ 1,159.00
6.	Cigna Healthcare	PO Box 3050, Easton, PA 18043-3050	\$ -
7.	City Ambulance Service	PO Box 740371, Houston, TX 77274	\$ -
8.	Crain Group, LLC	3801 Knapp Rd., Pearland, TX 77581	\$ 8,100.00
9.	Dahill/Xerox	PO Box 205354, Dallas, TX 75320	\$ 652.45
10.	EPowerDoc	PO Box 241642, Omaha, NE 68124	\$ 1,708.34
11.	Excel Medical Waste Disposal	PO Box 690047, Houston, TX 77269-0047	\$ 287.46
12.	Jan-Pro of DFW	4545 Fuller Drive, Ste 406, Irving, TX 75038	\$ 1,753.65
13.	LabCorp of America Holdings	PO Box 12140, Burlington, NC 27216-2140	\$ 7,359.32
14.	Logix Communications	PO Box 3608, Houston, TX 77253-3608	\$ 1,271.82
15.	N.D. Consultants	578 Surf Oaks Drive, Sebrook, TX 77586	\$ 1,230.00
16.	Neighborhood Networks of Publishing	PO Box 602906, Charlotte, NC 28260	\$ 525.00
17.	Outfront Media	11233 N. Stemmons Fwy, Dallas, TX 75229	\$ 24,970.00
18.	Presidio Health	2591 Dallas Parkway, Suite 200, Frisco, TX 75034	\$ -
19.	Shred Pro	PO Box 690166, Houston, TX 77269-0166	\$ -
20.	SWBC Professional	30815 US Highway 281 N, Bulverde, TX 78136	\$ -
21.	Terminix	PO Box 742592, Cincinnati, OH 45274-2592	\$ 75.78
22.	The Hartford	PO Box 660916, Dallas, TX 75266-0916	\$ -
23.	Time Warner Cable	3301 W. Royal Lane, Irving, TX 75063	\$ 196.79
24.	Transaction Express	1393 Veterans Memorial Highway, Suite 307S, Hauppauge, NY 11178	\$ -
25.	TXU Energy	PO Box 650764, Dallas, TX 75265-0764	\$ 2,677.85
26.	UHC	PO Box 30555, Salt Lake City, UT 84130-0555	\$ -
27.	UHG Recovery Sevices	PO Box 101760, Atlanta, GA 30392-1760	\$ -
28.	Ultimate Biomedical Solutions	6315-B FM 1488 #138, Magnolia, TX 77354	\$ 5,547.45
29.	Waste Management	PO Box 9001054, Louisville, KY 40290-1054	\$ 37.86
30.	Welcome Wagon	5830 Coral Ridge Drive, Suite 240, Coral Springs, FL 33076	\$ 304.80
			\$ 67,168.24